

End of Garden Mooring Conditions

For internal use only:

Boat Owner Boat name Boat Number

Mooring Location/address





In order for the Company to grant an end of garden mooring the following must apply:

- The length of the craft must not exceed the mooring frontage
- The land must be owned or occupied by the owner of the craft
- The canal wall must be in good condition
- There must be an adequate depth of water
- No interference with sight lines
- A mooring will not be approved if the craft interferes with the safe navigation of craft on the canal or the canal structure
- · Payment of current end of garden mooring fees
- The Company reserves the right to refuse a mooring
- A Bridgewater Canal Engineer must attend site to carry out an inspection of the mooring. The fee will be charged at the current rate confirmed on application.
- If a mooring is granted the craft will also require a Bridgewater Canal cruising licence (fee on application).

Terms and Conditions

- 1. All craft using the mooring are to comply with such directions as the Company may specify relating to the mooring, unmooring and safe navigation of boats.
- 2. The Company and its servants and agents are not liable for any loss, damage or delay to the boat or any other property, save where such loss or damage is caused by the negligence of the Company, its servants or agents.
- 3. Pleasure craft using the mooring shall maintain and display on the boat a current Bridgewater Canal Cruising License and comply with the Bridgewater Canal Bye-Laws 1961 and conditions of licensing.
- 4. The mooring allocated by the Company may not be sublet.
- 5. The mooring may not be assigned or transferred.
- 6. Holiday or short-term letting of the licensed pleasure craft is not permitted (inc Airbnb) without prior permission from BCCL
- 7. All berths are allocated to specific craft, berths are not interchangeable without written authority of the Company.
- 8. The craft is to be maintained in good condition at all times.
- 9. The boat owner shall repay to the Company the cost of repairing any damage to the





canal bank wall which may arise out of or in the course of his/her use of the mooring or from any act or omission by any person on or using the boat with the owner's permission.

- 10. The boat owner shall ensure that no sewage, oil, rubbish or other polluting matter is discharged from the boat into the canal.
- 11. The owner is to ensure that the boat using the mooring is insured against third party risks.
- 12. Damage or any other safety hazards affecting the safe mooring of pleasure craft must be reported to the Company as soon as possible.
- 13. Only minor work may be carried out to the exterior of craft whilst on the mooring. Maintenance work to the interior of the craft is permitted subject to the work causing no inconvenience or nuisance to our neighbours and or other boat owners on the mooring.
- 14. No residential use of craft on the mooring without the written permission of the Company.
- 15. Boat engines must not be run between the hours of 8pm and 8am while on the mooring.
- 16. Payment of mooring fees is by direct debit or online in advance Pay Online Bridgewater Canal Payment is either by one single annual payment on the renewal date each year or by 12 monthly instalments payable on the 1st day of each month.
- 17. There are no refunds of advance mooring payments.
- 18. The Boat owner must give one month's written notice to terminate the mooring (notification by email is acceptable) the notice period will commence on the 1st day of any month.
- 19. Annual payment charge, a late payment charge of up to £150 will be applied to the account in the event that the full fee is not received within one month of the license start date. A charge of £25 will be made for each missed direct debit payment. The direct debit arrangement will be cancelled and the balance of the fees will become due immediately if two consecutive direct debit payments are missed.
- 20. The Company reserves the right to recommend legal proceedings to recover debt. Should we have to send this matter to an independent firm of solicitors for collection, further legal and administration charges of not less than £200, interest and disbursements such as court fees will be added to the debt.
- 21. The Company may:
 - after giving one month's written notice to the boat owner at any time, terminate the license whereupon the boat owner shall on request be repaid a fair proportion of the mooring fee



The Bridgewater Canal



- vary the condition of the mooring agreement at anytime
- terminate the mooring immediately and without notice in the event of any breach by the boat owner of a condition of this licence
- take possession of the boat until any sum due from the boat owner to the Company whether arising from the licence or not shall have been paid
- enter upon the boat and take any action which appears to be reasonably necessary for the purpose of ensuring the safety of the boat and good management of the mooring.
- 22. If the boat shall appear to be stranded, abandoned or unsafe or if the due licence fee shall not have been paid or the licence has expired or been terminated, the Company may, having given not less than seven days written notice to the boat owner, remove, repair, sell or break up the boat as the Company may think fit and the boat owner shall repay to the Company any expense which it may incur thereby, and the Company shall account for any excess.
- 23. Any notice that is to be given by the Company to the boat owner, shall be effectively served, if sent through the post by recorded delivery addressed to the boat owner at the boat owner's last known place of abode in the United Kingdom or if no such address is known to the Company by fixing the notice to the boat.

r confirm that i have read and agree to these terms and conditions
SIGNED
PRINT NAME
DATE

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Please return signed copy via email bridgewater Canal Company Limited
Venus Building
1 Old Park Lane
TraffordCity
M41 7HA



The Bridgewater Canal